



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
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ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

April 30, 2013

27 April 30, 2013

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A MASTER AGREEMENT TO VARIOUS AGENCIES TO
 PROVIDE COMMUNITY SERVICES BLOCK GRANT PROGRAM SERVICES
 (ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to execute a Master Agreement with 67 community-based agencies for the provision of Community Services Block Grant (CSBG) services. These services will allow DPSS to partner with community-based agencies to provide a variety of services to low-income families and individuals throughout the County of Los Angeles, Community Action Agency (CAA) service area.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to prepare and execute CSBG Master Agreements with the 67 community-based agencies listed on Enclosure I, in substantially similar form as Enclosure II effective July 1, 2013, through June 30, 2016. The Director of DPSS will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.
2. Delegate authority to the Director of DPSS, or her designee, to award a CSBG Master Agreement similar to Enclosure II to additional agencies during the three-year period provided that: (a) such agencies meet all of the minimum requirements and qualifications as outlined in the initial Request for Statement of Qualifications (RFSQ) dated September 20, 2012; and (b) there is a need for the Core Service Category in the Supervisorial District for which the agency(ies) applied; and (c) that DPSS advises the Board in writing of the proposed additional contractors at least ten days in advance of sending the Notification of Award of Master Agreement letter.
3. Delegate authority to the Director of DPSS to prepare and sign amendments to the CSBG Master

Agreement and Service Requisitions to add any relevant updated terms and conditions when the change is necessitated by additional and necessary services that are required. The approval of County Counsel will be obtained prior to executing such amendments, and DPSS will notify the CEO within ten business days after execution.

4. Delegate authority to the Director of DPSS, or her designee, to award service requisitions for services to CSBG Master Agreement agencies as needed, provided that DPSS advises the Board in writing of the proposed contractor selections at least ten days in advance of sending Notification of Award letters. The total cost for services under the Service Requisitions is to be determined based on annual federal CSBG allocations. The estimated annual cost is \$5,386,340 which is included in DPSS' Fiscal Year (FY) 2013-14 Recommended Budget and will be included for subsequent FYs in DPSS' budget requests.

5. Delegate authority to the Director of DPSS, or her designee to prepare and sign amendments to the Master Agreements and Service Requisitions to increase or decrease amounts based on the implementation and/or the elimination of federal or State Sequestration cuts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to create a pool of qualified community-based agencies to provide a variety of needed services to low-income individuals and families throughout the County of Los Angeles (County), CAA service area. The CSBG Program is designed to provide an array of services to assist low-income individuals and families attain the skills, knowledge, and motivation necessary to achieve self-sufficiency.

Implementation of Strategic Plan Goals

This recommended action is consistent with the principles of the Countywide Strategic Plan, Goal #1: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The annual cost of the Service Requisitions for the CSBG Master Agreement for FY 2013-14 is estimated at \$5,386,340.

The estimated cost of the Service Requisitions for FY 2014-15 and 2015-16 is to be determined based on federal allocations. Funding for CSBG services is included in DPSS' FY 2013-14 Budget, and will be included for subsequent FYs in the Department's budget requests. The cost of CSBG Program services is fully funded by federal appropriations through the California Department of Community Services and Development, and has no impact on net County cost.

DPSS will fund all services acquired from Master Agreement agencies within the DPSS approved budget for CSBG services. As the administrator of the CSBG Master Agreement, DPSS will confirm and validate that funding is available before the Service Requisitions are executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the CSBG program is to assist low-income families and individuals achieve economic self-sufficiency through a variety of programs such as: employment support services, senior and

disabled adult services, emergency services, legal services, domestic violence services, and children and family services.

The County of Los Angeles, CAA service area includes all the cities and unincorporated areas of the County except the cities of Arcadia, Duarte, Los Angeles, Long Beach, Monrovia, Pasadena, Sierra Madre, South Pasadena, and the unincorporated area known as Altadena. In order to receive CSBG services, participants must be low-income (below 100 percent of the federal poverty level) and reside within the CAA service area. Funding for CSBG services is allocated among the five Supervisorial Districts based on the percentage of low-income individuals in the CAA service area that reside in each District. The allocation is based on 2010 census data as follows:

Supervisorial District	Percent of CAA Population	Estimated FY 13-14 Funding
1	34.47%	\$1,856,671
2	22.06%	\$1,188,227
3	3.81%	\$205,219
4	16.29%	\$877,435
5	23.37%	\$1,258,788
Total	100%	\$5,386,340

The Master Agreement (Enclosure II) has been approved as to form by County Counsel. The Master Agreement will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contractors are in compliance with all Board, CEO, and County Counsel requirements. The Living Wage Ordinance does not apply because the recommended Master Agreement is non-Prop A.

CONTRACTING PROCESS

On September 20, 2012, DPSS released a RFSQ for CSBG Program services. The RFSQ was advertised in the following newspapers: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press, and the San Gabriel Valley Tribune. Announcements were mailed to over 800 agencies on the DPSS Bidders list. The RFSQ was also posted on the "L.A. County Doing Business with Us" website and the "DPSS Contract Opportunities" website.

DPSS received 198 submissions from 72 agencies. Five agencies were disqualified. The Department recommends entering into a Master Agreement with 67 qualified agencies (Enclosure I). With the Board's approval, DPSS will accept and evaluate Statements of Qualifications (SOQs) from additional agencies that request to be included on the Master Agreement list. Such agencies may be added to the Master Agreement if they meet the initial RFSQ requirements. Information about the Master Agreement, the requirements, and the opportunity to submit SOQs will be posted on the County's website.

REQUEST FOR SERVICES AND SERVICE REQUISITION PROCESS:

DPSS will work with the District offices to determine which Core Service Categories and Sub-Services are to be funded in the five Supervisorial Districts for the year. DPSS will identify the Master Agreement agencies that are qualified to provide services in the Core Service Category and Sub-Services in the Districts. DPSS will then send a RFS to such Master Agreement agencies. The Request for Services (RFS) will be in the form of a Statement of Work under a particular Core Service Category and if applicable, Sub-Service.

In response to the RFS, interested Master Agreement agencies will submit proposals to DPSS including a detailed work plan, measurable outcomes, a budget, fixed cost for each service and proof of insurance. DPSS will evaluate and score the proposals based on factors that may include the quality of the work plan, the specificity and applicability of the outcomes, prior experience of personnel and the agency as well as the program cost.

Service Requisitions will be issued to those Master Agreement agencies selected from the Request for Service process for the performance of services as described in a RFS. Service Requisition payments will be based upon the annual budget and the number of persons to be served. Service Requisitions can be for up to three years. Any additional services not included in the service requisition, shall require prior written approval and an amendment to the Service Requisition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to provide CSBG program services to low-income individuals and families throughout the County of Los Angeles, CAA service area.

The Master Agreement will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,



SHERYL L. SPILLER
Director

SLS:eo

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Deputy Chief Executive Officer

**RECOMMENDED AGENCIES
SUPERVISORIAL DISTRICT 1**

Agency Name		Core Service(s)						Services for Seniors and Disabled Adults
		Child & Family Development	Domestic Violence	Emergency Services	Employment and Employment Support	Employment Partnership	Legal Services	
1	Asian Youth Center	X						
2	Bet Tzedek							X
3	California Hispanic Commission on Alcohol and Drug Abuse, Inc	X		X				
4	Center For the Pacific Asian Family, Inc.		X	X				
5	Chinatown Service Center	X						
6	East Los Angeles Women's Center, Inc.		X					
7	Eastmont Community Center	X		X				X
8	Foothill Family Service	X	X					X
9	Harriett Buhai Center for Family Law	X	X				X	X
10	Human Services Association	X	X					X
11	Jovenes, Inc			X				
12	Legal Aid Foundation of Los Angeles						X	X
13	Los Angeles Center for Law & Justice						X	
14	Mary Lind Recovery Centers			X				X
15	Neighborhood Legal Services of Los Angeles County						X	
16	Penny Lane Centers	X						
17	Pomona Valley Youth Employment Service, Inc.	X						
18	Santa Anita Family Services	X	X					X
19	Southeast Area Social Services Funding Authority (SASSFA)							X
20	Sheriff's Youth Foundation	X						
21	Social Model Recovery System, Inc.	X						
22	Soledad Enrichment Action, Inc.	X						
23	Southeast Churches Services Center			X				
24	Special Service for Groups	X		X				X
25	SPIRITT Family Services	X						
26	The Rector, Wardens and Vestry of the Church of Our Saviour in San Gabriel Valley dba Our Savior Center	X		X				X
27	The Village Family Services		X					
28	YWCA of San Gabriel Valley	X	X	X				X

* Shaded cells are categories not selected by the First District.

**RECOMMENDED AGENCIES
SUPERVISORIAL DISTRICT 2**

Agency Name		Core Service(s)						Services for Seniors and Disabled Adults
		Child & Family Development	Domestic Violence	Emergency Services	Employment and Employment Support	Employment Partnership	Legal Services	
1	1736 Family Crisis	X	X		X	X		
2	Asian American Drug Abuse Program, Inc.	X			X			
3	Behavioral Health Services, Inc.	X						X
4	Center for the Pacific Asian Family, Inc.		X					
5	Clothes The Deal				X			
6	Community Career Development, Inc.				X	X		
7	Friends Outside in Los Angeles County				X			
8	Harriett Buhai Center for Family Law	X	X					X
9	Institute for Multicultural Counseling & Education Services, Inc.		X		X			
10	Jenesse Center, Inc.		X					
11	Jewish Vocational Service				X			
12	Legal Aid Foundation of Los Angeles				X			X
13	Legal Aid Society of Orange County, Inc. DBA Community Legal Services		X					
14	Los Angeles Conservation Corps				X			
15	LTSC Community Development Corporation							X
16	Mary Lind Recovery Centers				X			
17	Neighborhood Youth Achievers				X			
18	Office of Samoan Affairs of California, Inc.	X			X			
19	Pinnacle Foundation, Inc.	X						
20	Project Impact, Inc.	X						
21	Sheriff's Youth Foundation	X						
22	SHIELDS for Families, Inc.				X			
23	Soledad Enrichment Action, Inc.	X			X			
24	Special Service for Groups	X			X			X
25	The Richstone Family Center, Inc.	X						
26	Watts/Willowbrook Boys & Girls Club	X						
27	Weingart Center Association, Inc.				X	X		
28	Women in Non-Traditional Employment Roles					X		

* Shaded cells are categories not selected by the Second District.

**RECOMMENDED AGENCIES
SUPERVISORIAL DISTRICT 3**

Agency Name		Core Service(s)					
		Child & Family Development	Domestic Violence	Emergency Services	Employment and Employment Support	Employment Partnership	Legal Services
1	Clothes The Deal				X		
2	Community Enhancement Services				X		
3	Jewish Family Services of Los Angeles						X
4	Jewish Vocational Service	X			X		
5	Mary Lind Recovery Centers			X	X		
6	Neighborhood Legal Services of Los Angeles County					X	
7	Penny Lane Center	X					
8	Sheriff's Youth Foundation	X					
9	St. Joseph Center						X
10	Tierra Del Sol Foundation, Inc.				X		X
11	Upward Bound House			X			

* Shaded cells are categories not selected by the Third District.

**RECOMMENDED AGENCIES
SUPERVISORIAL DISTRICT 4**

Agency Name		Core Service(s)						
		Child & Family Development	Domestic Violence	Emergency Services	Employment and Employment Support	Employment Partnership	Legal Services	Services for Seniors and Disabled Adults
1	1736 Family Crisis	X	X	X				
2	Behavioral Health Services, Inc.	X						X
3	Bet Tzedek							X
4	Center for the Pacific Asian Family, Inc.		X	X				
5	Children's Institute, Inc.	X	X					
6	Harbor Interfaith Services, Inc.			X				
7	Harriett Buhai Center for Family Law	X	X				X	X
8	Helpline Youth Counseling, Inc.	X	X					
9	Human Services Association	X	X					X
10	Intercommunity Child Guidance dba The Whole Child			X				
11	Legal Aid Foundation of Los Angeles						X	
12	Legal Aid Society of Orange County, Inc. dba Community Legal Services		X					
13	Los Angeles Center for Law & Justice						X	
14	LTSC Community Development Corp.							X
15	Office of Samoan Affairs of California, Inc.	X						
16	Southeast Area Social Services Funding Authority (SASSFA)							X
17	Sheriff's Youth Foundation	X						
18	Southern California Alcohol & Drug Programs, Inc.		X	X				
19	Special Service for Groups	X		X				X
20	SPIRITT Family Services	X						
21	Su Casa- Ending Domestic Violence		X					
22	The Richstone Family Center, Inc.	X						
23	Women & Children's Crisis Center, Inc.		X					
24	YWCA of San Gabriel Valley							X

* Shaded cells are categories not selected by the Fourth District.

**RECOMMENDED AGENCIES
SUPERVISORIAL DISTRICT 5**

Agency Name		Core Service(s)						Services for Seniors and Disabled Adults
		Child & Family Development	Domestic Violence	Emergency Services	Employment and Employment Support	Employment Partnership	Legal Services	
1	Antelope Valley Boys and Girls Club	X						
2	Antelope Valley Domestic Violence Council	X	X	X			X	
3	Armenian Relief Society of Western USA, Inc.							X
4	Asian Youth Center	X		X	X			X
5	Bet Tzedek							X
6	Center for the Pacific Asian Family, Inc.		X	X				
7	Clothes The Deal				X			
8	Community Enhancement Services				X			
9	Crossroads, Inc.			X				
10	Foothill Family Service	X	X					X
11	Friends Outside in Los Angeles County				X			
12	Harriett Buhai Center for Family Law	X					X	
13	Institute for Multicultural Counseling & Education Services, Inc.		X		X		X	
14	Neighborhood Legal Services of Los Angeles County						X	
15	Penny Lane Centers	X						
16	Santa Anita Family Services	X	X					X
17	Sheriff's Youth Foundation	X						
18	Tierra Del Sol Foundation, Inc.				X			X
19	Women at Work				X			
20	YWCA of Glendale		X					
21	YWCA of San Gabriel Valley	X	X	X				X

* Shaded cells are categories not selected by the Fifth District.



**SAMPLE
MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR)
FOR
COMMUNITY SERVICES BLOCK GRANT PROGRAM**

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I CHARITABLE CONTRIBUTIONS CERTIFICATION

J CERTIFICATION OF NO CONFLICT OF INTEREST

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND**

**FOR
COMMUNITY SERVICES BLOCK GRANT PROGRAM**

This Master Agreement is made and entered into this ____ day of _____, 201_ by and between the County of Los Angeles, Department of Public Social Services (DPSS) hereinafter referred to as County and _____, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County may contract with private non-profit community- based organizations for Community Services Block Grant Program (CSBG) Services when certain requirements are met; and

WHEREAS, the Contractor is a private non-profit community-based organization; and

WHEREAS, this Master Agreement is therefore authorized under the Community Services Block Grant Act, 42 USC 9901 and the California Community Services Block Grant Program, California Code, Government Code Section 12725 et seq.; and

WHEREAS, the Board of Supervisors has authorized the Director of DPSS or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, D-1, D-2, D-3, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the aforementioned list referenced in the Table of Contents.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.0 **Board of Supervisors:** The Board of Supervisors is the governing body for the County of Los Angeles (County).
- 2.1 **Budget:** The document that details the Contractor's projected costs for providing services and is included in the Service Requisition.
- 2.2 **Contract Discrepancy Report (CDR):** The report that is used when the performance of the Contractor is unacceptable.
- 2.3 **Contractor:** A Proposer who has entered into a contract with the County to perform work described in this Master Agreement and Statement of Work (SOW).
- 2.4 **Contractor Project Manager:** Person designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.5 **County Contract Administrator (CCA):** Person with responsibility to oversee the day-to-day activities of this Master Agreement. Responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.6 **County Contract Director (CCD):** Person with responsibility in respect to the oversight and administration of this Master Agreement. Responsible to oversee the preparation and issuance of Service Requisitions and any amendments.

- 2.7 Contract Program Monitor (CPM):** County person responsible for monitoring any and all tasks, deliverables, goods, services, or other work provided by the CCA. The CPM reports to the CCA.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Department Head:** Director of the Department of Public Social Services.
- 2.10 DPSS:** The Department of Public Social Services.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Service Requisitions. As used herein, the terms Master Agreement and Contract may be used interchangeably throughout this document.
- 2.13 Master Agreement Agency:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Public Social Services.
- 2.14 Request for Services (RFS):** The process which the County will utilize to solicit bids from qualified Master Agreement Agencies for the provision of CSBG services which may result in the award of Service Requisitions.
- 2.15 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.16 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.17 Service Requisition:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of services as described in a Request for Services. No work shall be performed by Contractors except in accordance with executed Service Requisitions.
- 2.18 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

- 2.19 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County for a specific Service Requisition.
- 2.20 Supervisorial District:** Los Angeles County is divided into five geographical areas each with an elected Supervisor who is a member of the County of Los Angeles, Board of Supervisors.
- 2.21 Unspent Funds:** What DPSS paid minus what it actually cost Contractor to provide the services.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** CSBG services that will be solicited under this Master Agreement include programs under the following eight (8) Core Service Categories: Employment Partnership, Employment and Employment Support, Family Resource Center, Services for Seniors and Disabled Adults, Child and Family Development, Emergency Services, Legal Services, and Domestic Violence. Contractor is pre-qualified for the Core Service Categories (and Sub-Services) in the Supervisorial Districts indicated in Exhibit A, Scope of Services. Each Service Requisition shall include an attached Statement of Work, which shall describe in detail the particular services and the specifications required for the performance thereof. Payment for all work shall be subject to the Total Maximum Amount specified on each Service Requisition.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved contractor personnel, and/or that goes beyond the Service Requisition expiration date, and/or that exceeds the total maximum amount as specified in the Service Requisition as originally written, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Service Requisitions are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Request For Services, County shall issue a Request for Services (RFS) containing a Statement of Work to all Master Agreement Agencies pre-qualified for the applicable Core Service or Sub-Service in the applicable Supervisorial District. Each interested Master Agreement Agency so contacted shall submit a bid to DPSS and within the timeframe specified in the RFS. Failure of

Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Service Requisition.

- 3.5** Upon completion of evaluations, County shall execute the Service Requisition by and through DPSS according to the Request for Services bid evaluation criteria. It is understood by Contractor that County's Request for Service bidding procedure may have the effect that no Service Requisitions are awarded to some Master Agreement Agencies. Service Requisitions are usually issued for calendar year periods. However, County may either issue a Request for Services or extend the Service Requisition beyond the calendar year if it is in the best interest of the County.
- 3.6** County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Service Requisition bids. Following selection, all Contractors selected must be available to start work on the starting date specified in the Service Requisition. Inability of a Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Service Requisition as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults two times under sub-paragraph 3.6 within a given calendar year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement is effective upon the date of its execution by the Director of DPSS or designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2016, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County shall have the sole option to extend the Master Agreement term if deemed necessary. This option shall be exercised at the sole discretion of the Board of Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in Exhibit B, County Administration.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Service Requisitions. The contract sum shall be specified at the time of each Service Requisition award. Contractor understands and acknowledges that the County's obligation is specifically conditioned upon the County receiving the annual CSBG allocation program funds from the State. In the event that the funds for any given program year are increased/decreased, the contract amount and/or terms of any or all Service Requisitions may be adjusted accordingly.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein or in an executed Service Requisition. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five

percent (75%) of the total contract authorization under each Service Requisition. Upon occurrence of this event, the Contractor shall send written notification to (the Department) at the address herein provided in Exhibit B, County Administration.

5.5 Performance Deductions: The County shall assess financial deductions starting the first six months after Service Requisition execution and shall assess financial deductions every six months thereafter. The financial deductions will apply to non-compliance and assessment of Unsatisfactory Performance Indicator (UPI) points in accordance with Performance Requirements Summary in the Services Requisition. Deductions will be assessed based on the Contractor's cumulative performance for the entire six months and applied to the sixth month's invoice.

5.5.1 The Contractor shall be assessed financial deductions under the following provisions: During the six months, if the Contractor accumulates UPI points, based on contract deficiencies in accordance with Performance Requirements Summary in the Service Requisition, the Contractor shall be assessed \$50 for every 10 UPI points exceeding 500 points per every six months.

5.5.2 The County, at its sole discretion, reserves the right to waive these deductions.

5.6 Fiscal Accountability

5.6.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 20 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Managements and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of OMB Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for non-profit organization, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions for Higher Education, hospitals, and other Non-Profit Organizations.

5.6.2 The County recommends the use of the accrual basis for recording financial transactions. The Auditor-Controller

Handbook establishes the minimum required accounting, financial reporting, and internal control standards for entities (CONTRACTORS) which contract with the County. Contractor shall refer to the Auditor-Controller Handbook at www.ladpss.org/dpss/contracts.

5.6.3 Cost Allocation

5.6.3.1 Allocation of Cost Pools

For Contractors that provide services in addition to the services provided pursuant to Service Requisition(s) under the Master Agreement, the CONTRACTOR shall allocate expenditures that benefit programs, or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs and allocate each cost using the basis most appropriate and feasible.

The Contractor shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.)

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

5.6.3.2 Cost Allocation Plan

If the Contractor has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY or immediately following the execution of this Contract.

If the Contractor does not have a negotiated indirect cost rate, Contractor shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

5.6.3.2.1 Contractor general accounting policies:

- Basis of accounting (cash or accrual)
- Fiscal Year
- Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
- Indirect cost rate allocation base

5.6.3.2.2 Identify the Contractors direct and indirect costs (by each category) and describe the cost allocation methodology for each category.

5.6.3.2.3 Signature of Contractor management certifying the accuracy of plan.

For more clarification see Auditor-Controller Handbook, at www.ladpss.org/dpss/contracts.

5.6.4 The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides operational efficiency and adequate internal controls. Failure to comply with this section 5.6.4 may, in addition to other remedies available to the County result in withholding of payment to the Contractor, suspension or termination of the contract in accordance with its terms.

5.6.5 Funds paid pursuant to a Service Requisition shall be used exclusively for services funded under the Service Requisition and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

5.7 Invoices and Payments

5.7.1 For providing the tasks, deliverables, services, and other work authorized by Service Requisitions issued pursuant to this Master Agreement, the Contractor shall separately invoice County for each Service Requisition on a monthly basis.

5.7.2 The Contractor shall submit complete and accurate monthly invoices to the County by the 10th calendar day of the month following the month of service in an original and one copy, unless instructed to do otherwise, such as submit electronic invoices via the CSBG Contract Invoicing System.

5.7.3 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Service Requisition.

Each invoice submitted by Contractor shall specify:

- County Service Requisition number and Contractor's Master Agreement number;
- Month and year of work being invoiced;
- Service delivery information such as Client identifying information and the number of service units provided to each during the report period;
- Total billing amount based on the payment methodology.

5.7.4 The County shall review the invoice and back-up documentation and make payment adjustments (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate and complete as to form and content.

5.7.5 The Contractor shall submit an original signature hard copy of the invoice and all back-up documentation to:

Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: CCA

5.7.6 The Contractor will be required to submit all invoices and back-up documentation electronically in the CSBG Contract Invoicing System by the 10th calendar day of the month following the month of service. In addition, the Contractor will submit an original signature hard copy of the monthly invoice to the County Contract Administrator within seven business days of the online submission.

5.7.7 The Contractor will be allowed to purchase the necessary computer equipment and software needed to support the application. The CSBG Contract Invoicing System will run on Oracle Application Express (APEX). To view Oracle APEX, web browsers must support Java Script and the HTML 4.0 and CSS 1.0 standards. The following browsers meet this requirement:

- Microsoft Internet Explorer 6.0 or higher (Windows only)
- Netscape Communicator 7.2 or higher
- Mozilla 1.2 or higher
- Firefox 1.0 or higher

5.7.8 **County Approval of Invoices** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.9 **Withholding of Payment** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment. If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in subsection 5.7.3 above, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.7.10 **Allegations of Fraud and/or Abuse** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director or its representative that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

5.7.11 **Disallowed Costs** The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating any DPSS contract that the Contractor has with the County. The County shall require the Contractor pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

5.7.12 **Delay of Payment** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.7.13 **Fiscal Close-Out Report** Contractor shall provide a Final Fiscal Close-Out Report, to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the CSBG Program, including a report of expenses and accruals through the last day of the calendar year.

5.7.14 **Unspent Funds**

5.7.14.1 At the end of each Calendar Year and at the end of the contract term, any excess funds and interest the Contractor has accumulated for the provision of services are to be treated as Unspent Funds.

5.7.14.2 At the COUNTY's sole discretion, these Unspent Funds may be retained by the CONTRACTOR to fund enhanced program related services but not the services already being provided by the CONTRACTOR. The use of the Unspent Funds must be reasonable and allowable.

5.7.14.3 CONTRACTOR shall be responsible for tracking all Contract Payments and expenditures for the program, including submission of the following:

5.7.14.3.1 An Expenditure Report on Contract

revenues versus expenditures for each CY must be submitted to DPSS CMD on Jan 31st following the end of each CY and no later than one month after the end of the contract term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten calendar days after submission of the original report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the COUNTY.

5.7.14.3.2 The COUNTY reserves the right to change the Expenditure Report reporting periods.

5.7.14.4 A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by CONTRACTOR to COUNTY with the CONTRACTOR's Expenditure Report.

5.7.14.4.1 Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the Contract Budget. The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122

(<http://www.whitehouse.gov/omb/circulars/default>). The Disposition Plan will be reviewed by the COUNTY and is subject to approval at the COUNTY's sole discretion. Unspent Funds must be used within the FY that the Disposition Plan is approved or within a time period determined by the COUNTY.

5.7.14.4.2 In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration

of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.

5.7.14.4.3 If the COUNTY does not approve the CONTRACTOR's Disposition Plan, the COUNTY will request the Unspent Funds and its earned interest be returned to the COUNTY within 30 days after COUNTY's disapproval of the Disposition Plan. The CONTRACTOR must comply with the COUNTY's request.

5.7.14.4.4 COUNTY has the right to evaluate the effectiveness of services provided under the Disposition Plan. If COUNTY finds the services are not effective, the services under the Disposition Plan may be terminated at COUNTY's sole discretion and CONTRACTOR must return the remaining Unspent Funds and its earned interest to the COUNTY.

5.7.14.4.5 The CONTRACTOR must submit a Final Disposition Report to the COUNTY within 30 days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the COUNTY with the Final Disposition Plan.

5.7.14.5 All uses of funds paid to and expended by CONTRACTOR, including Unspent Funds, and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit

by COUNTY.

5.7.14.6 CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of funds paid to and expended by CONTRACTOR, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the COUNTY.

5.7.14.7 CONTRACTOR agrees to be bound by applicable federal, State and County cost principles and regulations, and to repay to COUNTY amounts, with its earned interest, which are found to violate the terms of this Contract or applicable provisions.

5.7.15 Funding/Budget Modification

1. Changes to the total funding as set forth in each Service Requisition may be made only by amendment to the Service Requisition signed by County and Contractor.
2. With regard to the movement of funds within an approved budget (i.e. from one line item to another), such movements in total may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the DPSS Director and Contractor and such modification must be in the best interest of the County.
3. Contractor requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Service Requisition period, nor during the last quarter of the Service Requisition period (except where a written waiver is requested by the Contractor and accepted by the County or pursuant to subparagraph 5.7.15.4). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received and accepted by the County.
4. Due to the natural discrepancies that may occur between budget projections and actual expenditures, the Contractor will be allowed to deviate no more than 10% of the budgeted amount per line item without County's prior approval. Such budget corrections among

line-items will be allowed only upon reaching the final month of the Service Requisition term.

5.7.16 Reallocation of Funds

Contractor must maintain performance levels at 70% of the Service Requisition agreement from the start date through the last day of the Service Requisition term. County will assess Contractor's performance in the seventh month from the start date or any other month as determined by the County to determine performance level. If Contractor falls below 70% of the year-to-date performance goals, by the following month or any other month as determined by the County, Contractor funds may be reduced and reallocated to other contractors who are meeting their performance goals. If Contractor meets and/or exceeds 70% of the performance goals, then Contractor may qualify for a funding increase. The County, at its discretion, may reduce the Contractor's total maximum Service Requisition amount for the following contract year to more accurately reflect the Contractor's level of service.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration staff referenced in the following subparagraphs is designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Director

The County Contract Director, or designee, is the County's responsible person with respect to the oversight and administration of this Master Agreement. The County Contract Director shall oversee the preparation and issuance of Service Requisitions and any amendments thereto.

6.2 County Contract Administrator (CCA)

A County Contract Administrator will be assigned for each Service Requisition by County Contract Director.

6.2.1 The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the individual Service Requisition are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may

be reasonably required by Contractor to perform Service Requisitions;

- monitoring the work of Contractor personnel assigned to the CCA's specific projects, and for ensuring that this Master Agreement's objectives are met;
- evaluating and reporting Contractor performance and progress on the Service Requisition;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County Contract Administrators are not authorized to make any changes in Service Requisition fees, contract amounts or periods of performance of Service Requisitions, or in the terms and conditions of this Master Agreement.

6.3 County Contract Program Monitor (CPM)

The County Contract Program Monitor (CPM) is responsible for monitoring any and all tasks, deliverables, goods, services provided by Contractor, or Contractor's compliance with the terms of the Master Agreements and/or Service Requisition.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor Project Manager is designated in Exhibit C. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with CCA and/or CPM (upon CCA's approval) on a regular basis with respect to all active Service Requisitions.

7.2 Contractor Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C. Contractor shall promptly notify County in writing

of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.2.3 Contractor shall provide a list of authorized signers and a list of the agency's Board of Director on an annual basis, or at any time there is a change.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that this individual be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor

or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.
- 7.5.5 The Contractor shall evaluate the suitability of employment for prospective employees who are found to have a record of criminal activity as described, but not limited to, in this Section 7.5. The level and type of background check required by the Contractor depends on the service or work the Contractor provides under this Master Agreement. The Contractor shall be responsible for completing the level of background check pertaining to its service or work as mandated by law when applicable. All other services that do not have specific legal requirements shall conform to the DPSS guidelines as described below.
- 7.5.6 The following information is based on the guidelines set forth by DPSS when evaluating the suitability of its own prospective employees. Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that DPSS will consider when evaluating suitability of employment for its own prospective employees. The Contractor shall apply the DPSS criteria when evaluating the suitability of employment of prospective employees for work to be performed under this contract as described below. For all other criminal acts/convictions not listed, the Contractor is to contact the CCA for clarification.

7.5.6.1 Acceptable To Hire

- Disturbing the peace
- Drunk driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana

- Reckless Driving (acceptable with a valid driver license)
- Trespassing

7.5.6.2 Acceptable To Hire After Stipulated Time From Successful Completion Of Probation Or Parole (including similar convictions and “Attempt,” “Accessory,” and “Conspiracy” to commit any of the crimes listed below.

- Assault and Battery.....One year
- Malicious Mischief.....One year
- Prostitution.....One year
- Petty Theft.....Five years
- Receiving Stolen Property.....Five years
- Shoplifting.....Five years
- Manslaughter.....Five years
- Possession of Narcotics and/or Dangerous Drugs.....Five years

7.5.6.3 Determination After Investigation

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

7.5.6.4 Not Acceptable To Hire (Including similar convictions and “Attempt” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Funds
- Forgery
- Grand Theft
- Mass Murder

- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (Includes Intent to sell)
- Welfare Fraud

7.5.7 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Sub-Section 7.5 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.

7.5.8 Contractor shall maintain the confidentiality of the results of any such background investigations. Results of background investigations are not to be kept in the personnel file of the employee.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit D-1.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D-2.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit D-3.
- 7.6.7 By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Master Agreement. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition

under the Master Agreement, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the County Contract Director.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without

County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within five (5) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses shall be sent to the County Contract Director within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Title VI and Title VII of the Civil Rights Act of 1964, as amended, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation

in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit F – Non-Discrimination In-Service Certification.

The Contractor shall abide by the provisions of the following:

- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Age Discrimination Act of 1975,
- Public Law 101-336, Americans with Disabilities Act of 1990, as amended,
- The Federal Executive Order 11246, as amended by Executive Order 11375, relating to employment opportunity,
- The Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended,
- Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended, and
- All other applicable federal, State, and County laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

8.6.1 In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights Department of Health and Human Services, incorporates the civil rights requirements of the Agreement along with all other ongoing requirements that must be adhered to by DPSS, its Contractors and sub-Contractors/partners. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training to be announced;
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;

- Developing and operating procedures for receiving and responding to Civil Rights complaints.
- Ensuring that the “Civil Rights Informational Notice” is explained and reviewed with all program participants and made available in all waiting areas.
- Providing, if requested, assistance to participants with completing a Complaint of Discriminatory Treatment form in the participant’s designated/preferred language;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA violations, are listed on an internal complaint log;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Designating a Contractor Project Manager to act as a Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administrator (CCA); and
- Ensuring that the designated CRL forwards PA 607s to the CCA within two business days; who in turn must immediately forward PA 607s to Civil Rights Section (CRS) for investigation. The CRL should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

8.6. A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.7 COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

8.7.1 **Jury Service Program:** This Master Agreement is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time

either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply

with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the

Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The fact sheet is set forth in Exhibit H of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Service Requisition or Master Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to

comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal Fair Labor Standards Act, for work

performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Master Agreement, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services upon award of a Service Requisition under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746
Attn: County Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the

County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all sub-Contractors as insureds under Contractor's own policies, or shall provide County with each sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each sub-Contractor complies with the Required Insurance provisions herein, and shall require that each sub-Contractor name the County and Contractor as additional insureds on the sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.23.15 **SPARTA Program**

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether and Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

8.24 **INSURANCE COVERAGE**

8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers' Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.3 **Additional Insurance Coverage**

Contractor shall provide and maintain at its own expense additional insurance as described below when applicable.

1. **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. This insurance coverage is required for Contractors providing services

which involve the care or supervision of children, seniors and other vulnerable persons. This may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and in-home services.

2. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation. This insurance coverage is required for health and legal services Contractors.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties

hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars \$100 per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Service Requisitions, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS of Service Requisition or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal

Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in this Master Agreement shall be brought to the attention of the CCA or designated County staff. If the CCA or is not able to resolve the dispute, the dispute shall be referred to the CCA's section manager. If the section manager is not able to resolve the dispute, it shall be resolved by the County DPSS Director or designee, and the Director's or designee's decision shall be final.

8.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit H of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, which can be found at <http://www.irs.gov/pub/irs-pdf/n1015.pdf>.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B, County's Administration and C, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head or designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33.1 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

8.33.2 Changes of Address

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

8.33.3 Termination Notices

In the event of suspension or termination of the Master Agreement by County, written notices may be provided by First Class Registered or Certified Mail, by facsimile, by email, or by personal delivery to any Contractor employee or agent who may reasonably be expected to be authorized to accept notice for the Contractor.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under a Service Requisition issued under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that any State or federal agencies and the County the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if

any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires or is required under this Master Agreement to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall submit all requested documents before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 County may terminate this Master Agreement, and any Service Requisition issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Service Requisition or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Service Requisition shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Service Requisition issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Service Requisition issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to

perform this Master Agreement, including any Service Requisition issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this subparagraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to

the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 - Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or otherwise excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

9.3 CHILD/ELDER ABUSE/FRAUD REPORTING

9.3.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter “PC”) Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall

submit all required information, in accordance with PC Section 11166 and 11167.

9.3.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours.

9.3.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Section 15630 and 15633.5.

9.6.4 Contractor staff working on this Contract shall also immediately report all suspected fraud situations to the County within three (3) business days.

9.4 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The Contractor shall comply with all wage and hour laws and all applicable provisions of the federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.5 EMPLOYEE SAFETY

9.6.1 Contractor will assure that the Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

9.6.2 **Injury and Illness Prevention Program:** Contractor shall develop, and provide a copy to the County upon request, a plan for a safe and healthful workplace for employees and participants in accordance with the California Occupational Safety and Health Act of 1973 (Cal/OSHA). Guidelines for

this program are on the following website:
http://www.dir.ca.gov/dosh/dosh_publications/iipp.html.

9.6 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.

9.7 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

9.8 AUDIT SETTLEMENT

If at any time during the term of the Master Agreement, or within five (5) years after the expiration or termination of the Master Agreement, authorized representatives of the County, State or federal conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the County's Contract Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

9.9 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Master Agreement. At the request of the County, the Contractor shall immediately replace said personnel.

9.10 SHRED CONFIDENTIAL DOCUMENTS

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be subscribed on its behalf by the Director of the Department of Public Social Services and Contractor has subscribed the same through its authorized office, as of _____ day of _____ 20__ . The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

CONTRACTOR:

By _____

Signature

Printed Name

Title

COUNTY OF LOS ANGELES

By _____

Sheryl L. Spiller, Director
Department of Public Social Services

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____

Deputy County Counsel

Exhibit A
SCOPE OF SERVICES

Contractor is pre-qualified for the following Core Service Categories and Supervisorial Districts:

	Districts				
	1	2	3	4	5
Employment Partnership					
Employment and Employment Support					
Employment Services					
Job Training					
Remove Barriers to Employment Sub-Service: _____					
Family Resource Center					
Seniors/Disabled Adults Sub-Service: _____					
Emergency Services Sub-Service: _____					
Legal Services					
Domestic Violence					
Child and Family Development Sub-Service: _____					

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT D

CONFIDENTIALITY

- D-1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D-2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D-3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

PROPOSER'S EEO CERTIFICATION

 Proposer's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Organization certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Organization has written policy statement prohibiting discrimination in all phases of employment.	()	()	()
2. Organization periodically conducts a self-analysis or utilization analysis of its work force.	()	()	()
3. Organization has a system for determining if its employment practices are discriminatory against protected groups.	()	()	()
4. When areas are identified in employment practices, Organization has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()	()

 Signature

 Date

 Name and Title of Signer (please print)

NON-DISCRIMINATION IN SERVICES CERTIFICATION

Contractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

(circle one)

- | | | | |
|----|--|-----|----|
| 1. | The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. | The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offer or has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Authorized Signer

Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

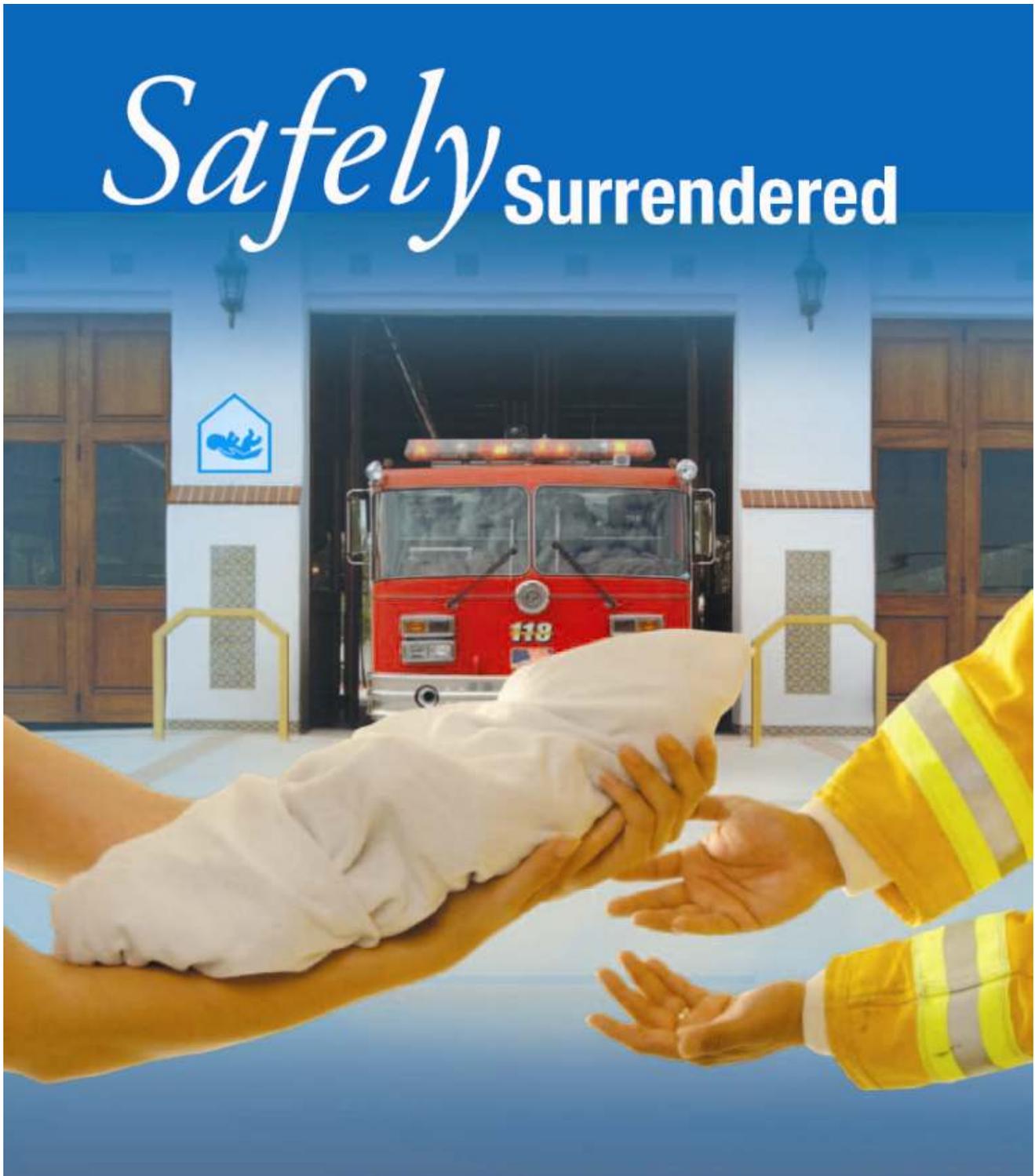
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer's Name

Proposer's Official Title

Official's Signature

Date: _____